

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	Page 1 of 8 Pages
2. AMENDMENT/MODIFICATION NO. 001	3. EFFECTIVE DATE May 4, 2001	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY Bureau of Reclamation Lower Colorado Region P.O. Box 61470 Boulder City NV 89006-1470	CODE LC-3116	7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP code)		(✓)	9A. AMENDMENT OF SOLICITATION NO. 01-SQ-30-0062	
		✓	9B. DATED (SEE ITEM 11) February 15, 2001	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[✓] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [✓] is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. **IMPORTANT:** Contractor [] is not, [] is required to sign and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Project Title: Recondition Generator Air Coolers, Boulder Canyon Project, Hoover Dam, Arizona - Nevada

Purpose of Amendment: The purpose of this amendment is to incorporate a clause into the contract and make minor related changes to the solicitation.

Receipt of Offers: The date and time for receipt of final proposal revisions is May 11 2001 at 3:00 p.m., local time. The place designated for receipt of offers remains the Bureau of Reclamation, Lower Colorado Regional Office, Boulder City, Nevada. See block 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449, for mailing addresses.

Acknowledgment: See block 11 above regarding how to acknowledge this amendment. The acknowledgment must be received at the place designated for receipt of offers (see block 9 of the "Solicitation/Contract/Order for Commercial Items," Standard Form 1449).

Offer Modification: See block 11 above if you have submitted your offer and now desire to modify it or withdraw it.

(Continued on the following page)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

Description of the Changes:

1. In Part 1, Continuation of Blocks from SF-1449, information has been added to paragraph 4, Schedule of Supplies/Services and Prices, to explain the application of the economic price adjustment clause.
2. In Part 2 - Contract Clauses, the clause 52.216-4, Economic Price Adjustment-- Labor and Material, was added at paragraph 3.
3. The Contents was revised to reflect the above changes and to correct the omission of a clause.

Instructions: Remove the following pages and replace with the attached revised pages:

Remove page(s)...	Insert revised/new page(s)...
Contents, ii and iii	Contents, ii and iii
1-3 and 1-4	1-3 and 1-4
N/A	2-7 and 2-8

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CONTINUATION OF BLOCKS FROM SF-1449

1. Block 10: Acquisition Set-Aside

This acquisition is 100% set-aside for small business. The FAR clause 52.219-6, Notice of Total Small Business Set-Aside (Jul 1996), is hereby incorporated by reference.

2. Block 15: Delivery

The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
Item Description	Quantity	Within Days After the Date of Receipt of a Written Task Order
Recondition Air Cooler (General Electric or Westinghouse) Without Replacement of Tube Sheets	Maximum of 6 per year	90
Recondition Air Cooler (General Electric or Westinghouse) With Replacement of Tube Sheets	Maximum of 6 per year	120

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item Description	Quantity	Within Days After the Date of Receipt of a Written Task Order
Recondition Air Cooler (General Electric or Westinghouse) Without Replacement of Tube Sheets	Maximum of 6 per year	
Recondition Air Cooler (General Electric or Westinghouse) With Replacement of Tube Sheets	Maximum of 6 per year	

3. Block 18b: Invoice Submission

Submit invoices to the address listed in Block 16 of the SF 1449.

4. Blocks 19 through 24: Schedule of Supplies/Services and Prices

% To supplement contract clause 52.216-4, Economic Price Adjustment--Labor and Material, the
% following information is provided:

%

% (a) The material type subject to adjustment under the clause is copper.

%

% (b) The unit price of copper is the only material price that may be increased or decreased.

% As of the date of issuance of Amendment No. 001, the market price of copper is \$0.77/Lb.

%

% (c) Based on an estimated copper content of 70% of the total cooler weight, the quantities
% of copper allocable to each unit to be delivered under the contract are:

%

% (i) Approximately 3,080 pounds for each GE air cooler; and

%

% (ii) Approximately 3,395 pounds for each Westinghouse air cooler.

Schedule for Recondition Generator Air Coolers at Hoover Dam					
19. Item No.	20. Schedule of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount
Schedule 1 - Base Year:					
1.1	Recondition General Electric Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
1.1a	Optional Line Item: Replacement of Tube Sheets on General Electric Air Cooler	6	Each	\$_____	\$_____
1.2	Recondition Westinghouse Air Cooler Without Replacement of Tube Sheets	6	Each	\$_____	\$_____
1.2a	Optional Line Item: Replacement of Tube Sheets on Westinghouse Air Cooler	6	Each	\$_____	\$_____
	Total for Schedule 1				\$_____

% **3. 52.216-4 Economic Price Adjustment--Labor and Material (Jan 1997)**

%

% (a) The Contractor shall notify the Contracting Officer if, at any time during contract
% performance, the rates of pay for labor (including fringe benefits) or the unit prices for material
% shown in the Schedule either increase or decrease. The Contractor shall furnish this notice
% within 60 days after the increase or decrease, or within any additional period that the
% Contracting Officer may approve in writing, but not later than the date of final payment under
% this contract. The notice shall include the Contractor's proposal for an adjustment in the
% contract unit prices to be negotiated under paragraph (b) below, and shall include, in the form
% required by the Contracting Officer, supporting data explaining the cause, effective date, and
% amount of the increase or decrease and the amount of the Contractor's adjustment proposal.

%

% (b) Promptly after the Contracting Officer receives the notice and data under paragraph (a)
% above, the Contracting Officer and the Contractor shall negotiate a price adjustment in the
% contract unit prices and its effective date. However, the Contracting Officer may postpone the
% negotiations until an accumulation of increases and decreases in the labor rates (including
% fringe benefits) and unit prices of material shown in the Schedule results in an adjustment
% allowable under subparagraph (c)(3) below. The Contracting Officer shall modify this contract
% (1) to include the price adjustment and its effective date and (2) to revise the labor rates
% (including fringe benefits) or unit prices of material as shown in the Schedule to reflect the
% increases or decreases resulting from the adjustment. The Contractor shall continue
% performance pending agreement on, or determination of, any adjustment and its effective date.

%

% (c) Any price adjustment under this clause is subject to the following limitations:

%

% (1) Any adjustment shall be limited to the effect on unit prices of the increases or
% decreases in the rates of pay for labor (including fringe benefits) or unit prices for material
% shown in the Schedule. There shall be no adjustment for--

%

% (i) Supplies or services for which the production cost is not affected by such changes;

%

% (ii) Changes in rates or unit prices other than those shown in the Schedule; or

%

% (iii) Changes in the quantities of labor or material used from those shown in the
% Schedule for each item.

%

% (2) No upward adjustment shall apply to supplies or services that are required to be
% delivered or performed before the effective date of the adjustment, unless the Contractor's
% failure to deliver or perform according to the delivery schedule results from causes beyond the
% Contractor's control and without its fault or negligence, within the meaning of the Default
% clause.

%

% (3) There shall be no adjustment for any change in rates of pay for labor (including fringe
% benefits) or unit prices for material which would not result in a net change of at least 3 percent
% of the then-current total contract price. This limitation shall not apply, however, if, after final

% delivery of all contract line items, either party requests an adjustment under paragraph (b)
% above.

%

% (4) The aggregate of the increases in any contract unit price made under this clause shall
% not exceed 10 percent of the original unit price. There is no percentage limitation on the
% amount of decreases that may be made under this clause.

%

% (d) The Contracting Officer may examine the Contractor's books, records, and other supporting
% data relevant to the cost of labor (including fringe benefits) and material during all reasonable
% times until the end of 3 years after the date of final payment under this contract or the time
% periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is
% earlier.